

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DISCOUNT RATE PROVIDED FROM THE ORIGIN LISTED BELOW TO ANY DESTINATION WITHIN CONTINENTAL UNITED STATES.				DISCOUNT % OFF TARIFF
	PENSACOLA, FL				%
	PEAK				%
	NON-PEAK				%
	SIT				%
	JACKSONVILLE, FL				%
	PEAK				%
	NON-PEAK				%
	SIT				%
	GROTON, CT				%
	PEAK				%
	NON-PEAK				%
	SIT				%
	NORFOLK, VA				%
	PEAK				%
	NON-PEAK				%
	SIT				%
	SAN DIEGO, CA				%
	PEAK				%
	NON-PEAK				%
	SIT				%
	SIT AT ORIGIN				
	BOAT RATES - CUBIC FOOT <u>PER MILE</u> TO THE FOLLOWING:				RATE PER CF
					\$
	PENSACOLA, FL				\$
	JACKSONVILLE, FL				\$
	GROTON, CT				\$
	SAN DIEGO, CA				\$

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ADDENDA

SERVICE MEMBER ARRANGED MOVE (SAM) PROGRAM LETTER OF AGREEMENT

I. Introduction

1.0 The Service Member Arranged Move (SAM) Program is a Navy sponsored program under a Department of Defense (DOD) initiative to streamline and simplify the current system for transporting "Household Goods" (HHG). SAM is an alternative to shipping via traditional channels that include the use of Government Bills of Lading (GBL) and Do-it-Yourself (DITY) Moves. SAM Shipments will be limited to outbound shipments of 1,000 pounds or more originating from Navy Personal Property Offices (PPSO) located in Bremerton, Everett, and Whidbey Island, WA , San Diego, CA, Norfolk, VA, and New London, CT.

1.1 Methodology.

SAM movements will be conducted as individual business transactions between the Navy and the participating carrier in accordance with Federal Acquisition Regulation (FAR) Part 12 entitled "Acquisition of Commercial Items" and FAR Part 13 entitled "Simplified Acquisition Procedures". SAM transactions will be based on commercial practices and processes to the maximum extent practicable. This "Letter of Agreement" (LOA) will be the contracting vehicle by which the Navy places oral orders with the contractor and subsequently makes payment through use of the Governmentwide Commercial Purchase Card. The LOA is a Blanket Purchase Agreement (BPA) tailored for the acquisition of commercial supplies or services and serves as a vehicle to offer payment by use of the Governmentwide Purchase Card.

The commercial policies and procedures which are accepted as part of this LOA are stated in the "*Nationwide Household Goods Commercial Relocation Tariff*", STB HGB 400M (commercial tariff) and subsequent revisions and are the basis for the commercial practices and process for the SAM Program except as otherwise stated within this LOA.

1.2 Mileage Tables.

Carriers will use the Defense Table of Distances (DTOD) to calculate all transportation charges based on mileage traveled. DTOD will be used for all Department of Defense (DOD) Conus HHG movements beginning April 1,199. Prior to DTOD implementation or in the event DTOD is not implemented, the prevailing Milage Guide No#17, Household Goods Carriers' Bureau Committee Agent, HGB 100F, and U.S.

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Government Mileage Guide NO#4, Household Goods Carriers Bureau Committee, Agent HGB 108-C, supplements thereto or successive issues thereof shall apply.

1.3 Accepted Practices.

With the issuance of this LOA the Government assumes the following standard, commercially available services/products will be provided/offered by the carrier to the Navy as part of the overall discount rate established in the LOA and NOT separately priced;

- (a) Full value protection;
- (b) Direct claims settlements with the service member;
- (c) Storage in Transit (SIT) for up to 360 days (**When approved by the PPSO Cardholder**) ; and
- (d) Inconvenience payments

1.4 Provision Precedents.

In cases where the provisions of this LOA conflict with those within the commercial tariff, the terms, conditions, and provisions of this LOA take precedence.

2.0 CARRIER QUALIFICATIONS AND REQUIRMENTS

2.1 Qualifications. Carriers that participate in the SAM Program must be;

- (a) Small Business Concerns as described in FAR Part 19 and as defined in the General Terms and Conditions of this Agreement. The applicable Standard Industrial Classification (SIC) Codes are 4213, 4226, and 4783. The related small business size standard is \$18.5 million in revenue averaged over three (3) years.
- (b) Approved and in good standing with Headquarters Military Transportation Management Command (HQMTMC).

2.2 Requirements. As a minimum, the carrier agrees to the following for each SAM Movement;

- (a) Accept the Government Purchase Card as *the* method of payment for all oral orders under this LOA.
- (b) Each LOA holder must establish and maintain his/her own merchant account.
- (c) Provide *In-Transit Visibility* (ITV) by establishing a toll free number (or allowing for collect calls) to be manned five (5) days a week (Monday through Friday) from 7:00 A.M. to 6:00 P.M. Central Time.

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- (d) Maintain a "Vendor Book" (8 1/1X11) to be located at the local PPSO. A "Vendor Book" is defined for the purpose of this program, as information provided by the carrier regarding their distinct capabilities. An alternative is to provide the local PPSO with the internet address of the carrier "Home Page". In addition, the local PPSO will maintain a "Quality Book", which shall consist of carrier performance information (this may include but not be limited to customer surveys, reports etc). Carriers will be provided an opportunity to respond to customer surveys.
- (e) Orders (shipment bookings) will be placed directly with the LOA holder, the booking function **shall** not be subcontracted to other vendors.

3.0 PRICING.

For all transportation charges and additional services, (Not including Storage in Transit (SIT) and Boats) the carrier will use the commercial tariff and submit discount percentage rates in accordance with the "Schedule" contained herein. (The discount rates should be for each schedule element including discounts rates for peak, non-peak periods, SIT, SIT at Origin, and Boats). The carrier will use the commercial tariff and submit discount percentage rates for SIT in accordance with the schedule. The carrier will submit charges for boats based on a cubic foot per mile, dollar rate and will submit these rates in the schedule. Prices contained in the schedule will be applicable to all CONUS traffic channels. Carriers may elect to submit prices applicable to all or some of the CONUS traffic channels.

II. Business Process.

1.0 Carrier Selection. All LOA holders (carriers) will be evaluated in terms of price and non-price related factors. The non-price related factors may include quality, service history, reputation, timeliness, availability and facilities. These factors along with price will be used to make the award decision.

The requirements will be considered competed when the contracting officer OR service member calls three (3) LOA holders to obtain price and non-price related information or reviews the available price and non-price related information of three (3) LOA holders available at the local PPSO. The carrier may be contacted directly by the service member to discuss non-price related factors. **Service members are NOT authorized to obligate the Government.**

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1.1 Issuing Oral Orders under the LOA. Oral orders issued under this LOA **SHALL ONLY** be made by the authorized Government Purchase Cardholders (contracting officers) identified below;

1.2 Performance Measures. Each SAM "origin site", (Navy Personal Property Office (PPSO)) will collect and maintain a database of the non-price related factors related to each LOA holder. The database will expand as the program grows and will be made available on the NAVSUP World Wide Web Page (WWW.NAVSUP.NAVY.MIL) and will be shared with other PPSOs.

1.3 Payment. All charges for services provided under this LOA must be authorized by the "Origin PPSO" Governmentwide Purchase Cardholder. Payment will be made to the carrier upon completion of destination services or placement of the shipment into "Storage In-Transit" (SIT). Charges SHALL not be placed against the purchase card account until ALL of the services have been completed except as authorized by the PPSO purchase cardholder.

(a) Storage-In Transit (SIT). If a shipment is transferred into SIT , the carrier may charge the origin purchase card account for service rendered up to the point of placing the shipment into SIT.

In addition, the carrier must have authorization from the origin PPSO Purchase Cardholder to place a shipment into SIT. Prior to placing a shipment into SIT , the carrier must contact the PPSO purchase cardholder to receive authorization.

Shipments placed into SIT without proper authorization will be considered improper charges subject to dispute and may not be authorized for payment by the PPSO Purchase Cardholder.

Carriers may charge the Government Purchase Card account for SIT in 30-day increments after the shipment has been delivered into SIT. Carriers may bill for SIT delivery out and for other destination services, including unpacking of household goods, to destination residence.

Charges not included on the pre-move survey must be authorized by the "Origin PPSO Purchase Cardholder" prior to billing to be considered a proper charge for payment purposes. Improper charges will be disputed with the Bank and treated as an unauthorized charge.

(b) Proof of Shipment. The carrier shall forward via mail or fax copies of the commercial bill of lading, weight tickets, inventory (signed by the service member), invoice and charged bill directly to the "Origin PPSO" within ten (10) working days following completion of the destination services. These documents enable the Government Purchase Cardholder to reconcile his/her statement and provide

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authorization for the Bank to provide payment to the carrier. **Carriers SHALL include the TASK/ORDER Number on the invoice and charged bill.**

III. STATEMENT OF WORK

1.0 Introduction. Oral orders issued under this LOA shall include ALL services necessary to move the service member's personal property from their origin residence to their destination residence. The carrier is responsible to perform all services necessary to complete a particular move. Failure to list or clarify individual service functions does not relieve the contractor from providing those services necessary to complete the respective move. Examples of required services include but are not limited to ; pre-move surveys, packing at origin residence, the use of packing containers, the use of packing materials (e.g. protective pads), unpacking at destination, loading, movement of transportation of property from origin, removal and replacement of each article in the residence or warehouse, removal of debris, servicing of appliances, including when a third party is required to perform the services, and storage-in-transit and delivery to residence.

1.1 Pre-Move Surveys. The carrier will perform a pre-move survey upon receipt of the oral order from the PPSO Purchase Cardholder. The survey will be schedule and performed at a time mutually agreed upon by the service member and the carrier. A copy of the completed "Pre-move Survey" SHALL be provided to the PPSO within two (2) working days after completion of the pre-move survey. A price estimate SHALL be provided to the PPSO within five (5) working days after the shipment has been packed and weighed at the origin site.

1.2 Professional Books, Papers and Equipment (PBP&E). The carrier will pack and weigh separately PBP&E when directed and authorized by the "Origin PPSO". The carrier will mark PBP&E on each carton and annotate PBP&E on the inventory sheets. When the carrier is unable to weigh PBP&E separately, a constructive weight of forty (40) pounds per cubic foot may be used.

1.3 In-Transit Visibility. The carrier will provide a phone number for "In-Transit Visibility" to the origin PSSO and service member. This service will be available five (5) days a week Monday through Friday from 7:00 A.M. to 6:00 P.M Central Time. The service will include; tracing, monitoring, and providing on-going status of the in-process move. A recorder, beeper, answering service or other similar device may be used for hours other than the core hours identified above as long as accurate in-transit information can be provided within two (2) hours of the initial call.

1.4 Destination Services. The carrier will coordinate residence deliveries *directly* with the service member and notify the "Origin PPSO" as soon as the shipment arrives in the metropolitan area

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of the final destination. Destination services will be performed on the day of delivery unless specifically waived **in writing** by the service member. All unpacking will be performed during regular working hours (8:00 A.M. to 5:00 P.M.) unless the service member agrees otherwise. If the service member agrees **in writing** to accept packing services at other than regular hours, the carrier shall not be further compensated for the extended hours.

The carrier **MUST** obtain the service member's signature signifying that unpacking services were performed. If unpacking services cannot be completed on the delivery date, the contractor shall return on the following day to complete the delivery services at no additional charges.

1.5 Reweighing. The carrier will reweigh shipments upon request by the origin PPSO. The lower of the two weights will be used to determine the weight of the shipment.

1.6 Full Value Protection. As provided in Section IV-(1.0) "Full Value Protection" SHALL be provided to the Navy/service member as part of the overall commercial moving service within the eligible weight and dollar limits. The carrier will offer the service member an opportunity to purchase additional coverage for declared valuation in excess of the maximum liability.

1.7 Direct Claims Settlement. As provided in Section IV-(4.0), the service member is encouraged to file all claims with the carrier first. The carrier SHALL make a "Good Faith" effort to settle the claim directly with the service member.

1.8 Storage In-Transit (SIT). The carrier will provide as part of their commercial service SIT for up to 360 days.

1.9 Inconvenience Claims/Payments. Inconvenience claims and payments have generally been supported by the carrier industry in cases where customers have "paid out of pocket" as a result of a carrier's failure to pick-up or deliver personal property on agreed upon dates and times. While carriers are not required under this LOA to settle or honor claims for inconvenience, the contractor SHOULD make a good faith effort to resolve any inconvenience claim with the customer when the customer has been inconvenienced by events, such as a missed pick-up, missed required delivery date, missed confirmed delivery date from SIT, or any other occurrence within the contractor's control reasonably causes inconvenience to the customer.

Prior to their move, service members should be counseled that; (1) They have a right to file an inconvenience claim against the carrier for "out of pocket expenses" incurred as a result of the carrier's failure to pick-up or deliver on the agreed upon date, (2) The service member must obtain receipts for all "out of pocket expenses" resulting

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from the delay (3) Claims should only include cost-of-living expenses over and above those that would normally have been incurred had the shipment been delivered on the required dates. Members should be cautioned that expenses shall only be incurred for bonafide needs and care should be exercised when selecting hotels, restaurants, etc that are considered reasonable.

In cases where the member files a claim, he/she will submit a claim to the carrier, which will cover expenditures of personal funds for reasonable costs for lodging, meals, and rental or purchase of household necessities. The customer will support the claim for reimbursement with original receipts. The contractor SHALL pay, deny or make a firm compromise offer of settlement to the service member within 30 calendar days after receipt of the completed claim. The service member shall denote any denial of inconvenience claims on the "Customer Survey Form" with a full explanation.

2.0 Vendor Book. The carrier "should" maintain a "Vendor Book" within the local origin PPSO Office. The book should include information about the qualifications and capabilities of the carrier. The carrier MAY indicate any corporate affiliations as well as geographical areas they cover. An alternative would be to provide the "internet" address" of the carrier "Homepage". In addition a "Quality Book" will be maintained with the local PPSO which will provide members "performance information". This will include customer surveys, reports, etc applicable to the carrier's **quality** of performance. The PPSO Office will forward questionable surveys to the carrier for review and response. The carrier will be given 10 working days to respond and have their response included in the "Quality Book".

IV. LIABILITY AND LOSS DAMAGE PROVISIONS.

1.0 Liability.

(a) Carriers will provide full value replacement protection of \$4.00 times the net shipment weight limited to a maximum of \$72,000 per shipment (to include matched sets of pairs). The service will be provided as part of the standard commercial product and not separately priced. The carrier will provide the service member an opportunity to purchase additional coverage for declared valuation in excess of the maximum liability. The carrier will directly bill the service member for costs related to this additional protection. As part of the "Full Replacement Value Protection" the carrier will;

1. Replace articles that are lost or damaged while in the carrier's custody (replacement with an identical new item or if not available, a new item of like kind and quality); or
2. Reimburse the service member for full replacement cost (as determined by current market value without depreciation for an identical new item or if not available, a new item of like kind and quality); or

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3. Reimburse the service member for the cost of the repairs to damaged item(s) to the extent necessary to restore the item(s) to the same condition as when received by the contractor from the customer.

(b) The service member will make the initial decision whether an item can be repaired to original condition. If there is a disagreement between the service member and carrier on whether an item should be repaired or replaced the carrier can decide to compensate the service member only for the repair when settling the service member's claim. If the service member subsequently files a claim with the Military Claims Office, the claims office will review the contractor's decision and will seek recovery from the carrier for the full replacement value. The carrier is obligated to reimburse the service member for the full replacement cost if an item can not be reasonable repaired, regardless of whether the service member purchases new items or comes to an agreement with the carrier.

(c) The carrier's liability for "high value items" will be limited to \$250.00 per pound/per article unless such items are disclosed in writing to the carrier in advance of the move by the service member. For the purpose of this provision, all items will be deemed to weigh at least ONE pound. The carrier will provide the service member a form for declaring "high value items" during the Household Goods (HHG) move counseling for the purpose of disclosing any "high value items". A "high value item" will be defined for the purpose of this provision as, "an item whose value exceeds \$250.00 per pound based on the item's actual weight. Upon disclosure of the high value item(s), the carrier's liability will be provided in paragraph 1.0(a) above.

2.0 Loss and Damage Notification.

(a) The carrier will provide the service member, at the time of delivery, two (2) copies of an appropriate claims notice document which shall be used by the service member in identifying lost or damaged items. The carrier will also provide a "stamp-self addressed envelope, which will be addressed to the carrier's claim office. The claim document will contain sufficient information *highlighted* or in **bold** print, to advise the service member of the notification and claim filing requirements, the respective time limitations periods, and sufficient space to identify as a minimum; the item, whether it is damaged or missing, the appropriate inventory number, and a general description of the damage.

(b) The carrier SHALL provide the service member, at time of delivery, an appropriate document advising the service member of the contract's salvage provisions. A copy of Attachment #4, "Claims Instructions for the Service Member", may be used to satisfy this requirement. Service members may provide the carrier at the time of delivery with written notice of discovered lost or damaged items, *however*, service members will have 90 calendar days from the date of delivery to notify the carrier of all discovered lost or damaged items (as measured by the dispatch, i.e. postmarked date, facsimile date). The "claims notice document" overcomes the presumption of the correctness of the delivery date receipt for items identified by the service member within the 90 calendar day notice period.

Loss or damage reported by the service member after the 90 calendar days will be presumed NOT to have occurred while in the carrier's possession unless the service member can provide or authenticate good cause for the delay show and granted by the carrier claims office.

Examples of "Officially" recognized cause for delay could be hospitalization, mobilization or other officially recognized absence. The contractor's failure to provide the claims notices document to the service member will eliminate ANY requirement for notification to the carrier.

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3.0 Inspection of Damaged Property.

(a). The carrier has the right to inspect all essential items, as defined within this LOA, at time of the tender of delivery. In addition, the carrier has the right to inspect damages within 45 calendar days of delivery or dispatch of the service member's written claim notice, whichever is later.

(b). The carrier will notify the service member prior to any inspection to arrange a mutually agreeable time for inspections. If a mutually agreeable time or other problem arises with arranging an inspection (i.e. the service member refuses to allow the carrier to inspect), the carrier will contact the "origin PPSO Office" to facilitate an inspection. If a problem arises with scheduling the inspection, the carrier will be granted an extension and authorized up to 45 days from the date the service member refused to allow the inspection by the carrier.

(c). A claim cannot be denied solely on the basis of the carrier's lack of opportunity to inspect prior to repair of a hazardous or dangerous item, such as broken glass or moldy mattresses or an essential item that is not in operating condition. (I.e. refrigerators, washers, dryer, etc) In such cases, the carrier will be provided with copies of the required estimates or paid receipt for the required repairs.

4.0 Loss of Damage Claims Files with the Carrier.

(a). The service member SHALL be encouraged to file HIS/HER original claim directly with the carrier. (This does NOT in any way interfere with the service member's rights to file a claim pursuant to the Military Claims Act) The service member will have nine (9) months from the date of delivery to file a claim with the carrier. A claim will be accepted by the carrier and presumed TIMELY if the envelope containing the claims documents is postmarked or the facsimile date is "no later" than nine (9) months from the date of the delivery of the HHG. However, exceptions shall be granted if the service member can show good cause for delay in filing the claim. Officially recognized "good cause for delay" can be absence, hospitalization, military deployment, during all or any portion of the nine (9) months period or the carrier's failure to properly counsel the service member regarding the correct procedures for filing the claim. Officially recognized absences also include but are not limited to extended temporary duty or deployment during all or a portion of the filing period.

5.0 Salvage Rights.

(a). The carrier is entitled to take possession of ALL items, located in the United States, for which he/she has paid full replacement cost, replaced with an identical item or replaced with an item of like and kind and quality. The carrier shall exercise their salvage rights no later than thirty (30) days after the claim is settled (See Attachment #5)

6.0 Loss or Damage Claims Filed with the Government.

(a). If service member files a claim with the DON Claims Office, pursuant to the Military Claims Act, within the nine (9) months or less of the date of delivery, the Military Claims Service will promptly forward the claim to the carrier for resolution. Such a claim received by the Military Claims Office nine (9) months or less after delivery will be considered timely received by the carrier, regardless of the postmark date on the correspondence from the Military Claims Service.

(b). If the service member files a claim within the nine (9) month period and the carrier fails to respond or declines to pay the claim, or a mutually agreeably

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resolution between the carrier and service member cannot be reached on all or part of the claim within sixty (60) days after the service member files a claim with the carrier, the service member MAY file a claim for all or the unresolved portion of the claim with the Military Claims Service. The Military Claims Service will adjudicate and pay the claim pursuant to the Military Claims Act based on depreciated replacement costs. The Military Claims Service will then seek recovery from the carrier based on full replacement coverage up to the carrier's maximum liability. Any amount recovered above the amount originally settled with the service member will be refunded to the service member.

(c). In instances where the claim against the carrier is only partially resolved, and the service member files a claim against the U.S. with the Military Claims Office for the balance of the claim, the carrier may not avoid recovery action by the U.S. by making partial payments to the service member or by obtaining a release or waiver from the service member. The service member retains the right to file a claim with the Military Claims Service under the Personnel Claims Act without first filing a claim with the carrier.

(d). If the claim is filed with the Military Claims Service more than nine (9) months after the date of delivery, but still within the two (2) year statutory period, the Military Claims Service will adjudicate and pay the claim based on depreciated replacement or repair costs and seek recovery from the carrier based on \$1.2 times the net weight of the shipment. (See Attachment#6)

Recovery by the United States for amounts properly paid to a service member (or properly owed to the service member by the carrier) because of loss or damage by the carrier will NOT be barred if, without good cause, the service member failed to provide the carrier notice of damage within the ninety (90) day notice period.

(e). The carrier may submit repair estimates in response to demands for reimbursement from the Military Claims Service. If a claim has not been adjudicated, upon receipt of the carrier's estimate of repairs if the carrier's estimate is reasonable and the lowest overall cost the Military Claims Service will consider the estimate in resolving the claim. If the service member files a claim after nine (9) months from the date of delivery and no extension for "good cause" has been granted by the local claims office, the Military Claims Service, will notify the carrier of such a claim and the carrier will have thirty (30) calendar days from the date postmarked on the envelope from the claims office located in the United States and sixty (60) days from a claims office located in a foreign country, to submit estimates of repairs.

The claims office will consider the estimate if it is reasonable and the lowest overall. If the estimate arrives after the 30th/60th day, but the claim has not been adjudicated, the claims office will consider the estimate if it is the lowest overall. If the carrier's estimate arrives after the demand on the carrier has been dispatched, it will be considered in the carrier's recovery rebuttal or appeal process if reasonable and lower than the estimate used by the claims office. NOTHING in this paragraph will require a Military Claims Office to delay processing a claim pending receipt of a carrier's repair estimate. If the carrier denies liability, cannot reach a satisfactory settlement or fails to respond to the claim's service demand within sixty (60) days of receipt, the claims service may direct the responsible official designated for determine the amount of debt and for its collection, to offset the carrier. If the carrier does not agree with the offset action taken, the carrier may appeal to the Contracting Office issuing the LOA under the "Disputes Clause".

7.0 Claims Activity Reporting. The carrier SHALL submit claims activity information for any move for which there is a reported loss or damage to the "Origin

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PPSO" within fifteen (15) working days. The following information SHALL be provided;

- (a). Letter of Agreement Number and Task Order Number (if assigned)
- (b). Contractor's Name and Standard Carrier Alpha Code (SCAC)
- (c). Origin PPSO
- (d). Date of Incident (Date of Delivery)
- (e). Date Claim filed (If Available)
- (f). Amount Claimed by Service Member
- (g). Amount Paid in Settlement Claim (If All or Portion of Claim is Settled)
- (h). Date if Claim was Denied

ATTACHMENTS: The following "attachments" are considered part of this LOA.

Attachment #1: Definitions
Attachment #2: Wage Determinations (Insert Applicable Wage Determination Here)
Attachment #3: Past Performance Reference Sheet
Attachment #4: Claims Instructions for Service Member
Attachment #5: Salvage Procedures
Attachment #6: Rates of Depreciation

TEXT OF FAR/DFARS CLAUSES

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern," means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b)(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6050M).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis. _____

(2) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity:

() Sole proprietorship

() Partnership

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

() Offeror is not owned or controlled by a common parent.

() Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it () is, () is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it () is, () is not a women-owned small business concern.

(4) Women-owned business concern. The offeror represents that it () is, () is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

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(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).(Check one of the following):

Number of Employees

- ☐ 50 or fewer
- ☐ 51 - 100
- ☐ 101 - 250
- ☐ 251 - 500
- ☐ 501 - 750
- ☐ 751 - 1,000
- ☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less
- ☐ \$1,000,001 - \$2 million
- ☐ \$2,000,001 - \$3.5 million
- ☐ \$3,500,001 - \$5 million
- ☐ \$5,000,001 - \$10 million
- ☐ \$10,000,001 - \$17 million
- ☐ Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It () has, () has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

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(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin county end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:ö"

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program)" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program:"

(List line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

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(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program:"

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
- COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C.).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ____ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ____ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ____ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- X____ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- X____ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- X____ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X____ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ____ (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ____ (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ____ (12) Reserved.

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- ____ (13) 52.225-18, European Community Sanctions for End Products (E.O. 12849).
- ____ (14) 52.225-19, European Community Sanctions for Services (E.O. 12849).
- ____ (15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ____ (15)(ii) Alternate I of 52.225-21.
- ____ (16) 52.239-1, Privacy or Security Safeguards (U.S.C. 552a).
- ____ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (Contracting Officer check as appropriate.)
- ☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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ADDENDUM

The following terms and conditions do not apply or are hereby tailored to this letter of agreement:

- FAR 52.212-1 – (a) Standard Industrial Classification (SIC) Code and Small business Size Standard:
(b) Submission of Offers – does not apply
(c) Period of Acceptance – The offeror agrees to hold prices in its agreement firm for one (1) year
unless changed in writing by the offeror.
(d) Product samples – does not apply
(e) Multiple Offers – does not apply
(f) Late Offers – does not apply
(g) Contract Award – does not apply
(h) Multiple Awards – does not apply
(i) Availability of Requirements Documents cited in the Solicitation – does not apply
- FAR 52.212-4 – (i) Payment. The Prompt Payment Act (31 USC 3903) and OMB Circular A-125 Prompt Payment Does not apply when utilizing the Government Purchase Card.
(j) Risk of Loss – Does not apply – Refer to Commercial Tariff
(n) Title – Does not apply – Refer to Commercial Tariff
(o) Warranty – Does not apply – Refer to Commercial Tariff

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ATTACHMENT 1

DEFINITIONS

Carrier. Any van line, agent (under its own rights) or freight forwarder holding authority (certificates, licenses, or permits, as appropriate) from the Interstate Commerce Commission (ICC), Federal Maritime Commission (FMC), and/or State regulatory authority.

Descriptive Inventory. Listing of individual items and cartons, size, general contents and cube, described to the extent necessary to properly identify them.

Holidays. Only U.S. Federal holidays will be observed.

Household Goods (HHG). Furniture, furnishings or equipment; clothing; baggage; personal effects; professional books, papers and equipment; consumables and all other personal property associated with the home and person.

Hours. Regular hours for service will be between 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of officially declared U.S. Federal holidays.

IAW. In accordance with.

In-Transit Visibility (ITV). A monitoring and reporting procedure capable of tracking movement progress of shipments from origin to final destination.

Service member. The military or civilian employee of the DoD or Coast Guard, their family members or designated agents, for whom services are being provided at government expenses.

Governmentwide PurchaseCardholder. Authorized individual who places orders under this agreement.

Personal Property Shipping Office (PPSO). An activity designated to provide traffic management, counseling, and application processing within a designated area of responsibility(AOR), which includes ordering of transportation, storage, and related services. PPSOs may provide traffic management support for personal property processing offices (PPSOs) within their assigned AOR. For this Letter of Agreement, PPSO is Fleet and Industrial Supply Center (FISC) Puget Sound Personal Property Office. Government Bill of Lading Office Code (GBLOC) that identifies the personal property shipping office responsible for the shipment. PPSOs are used for internal accounting purposes and for the distribution of information to installations or activities. Proponent for issuance is HQMTMC.

Pre-Move Survey. Contractor visit to customer residence or telephone contact to determine volume and movement requirements of shipment.

Contracting Officer. A person with the authority to enter into, administer, and terminate government contracts and make related determinations and findings. (In the case of this LOA , the Governmentwide Purchase Cardholder)

Professional Books, Papers, and Equipment (PBP&E). Items designated by the customer as necessary in the performance of official duties.

Total Quality Assurance Program (TQAP). Semi-annual carrier performance monitoring program designed to rate carrier performance. Factors rated are on-time pickup, on-time delivery, and claims.

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ATTACHMENT 3

PAST PERFORMANCE REFERENCE SHEET

GENERAL INFORMATION

Contractor Name:	
Address:	
Telephone Number:	()
Fax Number:	()
Point of Contact:	

CUSTOMER INFORMATION

Customer Name:	
Customer Address:	
Customer Point of Contact:	
Phone Number:	
Fax Number:	
Contract Number:	
Date of Completion:	
Service Description (i.e. type of move, quantity, etc.)	

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Attachment 4

CLAIMS INSTRUCTIONS FOR THE SERVICE MEMBER

Your shipment is part of a **TEST PROGRAM**; therefore claims procedures and forms will be different. **READ THESE INSTRUCTIONS CAREFULLY TO UNDERSTAND WHAT YOU MUST DO!**

1. At the time of delivery the carrier will provide you with a minimum of two copies of an appropriate document for you to identify lost and damaged items. You must list every item that is lost or damaged, and for damaged items describe all the damage you believe was caused in shipment. **PAY ATTENTION TO THE INSTRUCTIONS ON THE FORM. FAILURE TO FILL THE FORM OUT CORRECTLY OR TO MAIL THE FORM TO THE CARRIER WITHIN 90 DAYS OF THE DELIVERY DATE MAY RESULT IN A REDUCTION OF THE AMOUNT YOU ARE COMPENSATED OR NO COMPENSATION.** You must mail the form back to the carrier in a self addressed envelope provided by the carrier. Additionally, you should keep one copy for your records.
2. The carrier has the right to inspect the items you have claimed as damaged. Please cooperate with the carrier to arrange a mutually agreeable time for the inspection.
3. **YOU HAVE NINE (9) MONTHS FROM THE DATE OF DELIVERY OF YOUR PERSONAL PROPERTY TO FILE YOUR CLAIM WITH THE CARRIER TO RECEIVE FULL REPLACEMENT PROTECTION COVERAGE. DO NOT CONFUSE THIS TIME PERIOD WITH THE TIME PERIOD IN #1 ABOVE; THEY ARE DIFFERENT, AND BOTH MUST BE MET.** If you file your claim with a military claims office within the nine (9) month period, the military claims office will forward the claim to the carrier for action.
4. By settling your claim with the carrier directly, the carrier will provide full replacement protection up to the limits of the carrier's liability. This means that the carrier will replace a lost or damaged item with an identical new item, or if not available, a new item of like kind and quality, reimburse you for its full value without depreciation, or repair the item or pay you for the cost of repairs to the extent necessary to restore the item to the same condition as when received by the carrier.
5. The carrier has 60 calendar days after receipt of claim to settle your claim. If you cannot resolve your claim within that period, you may file a claim with the Government for all items that you and the carrier cannot settle. The carrier will provide you with a copy of the adjudicated claim, and you must include this claims form with any claim that you file against the Government. The Government will adjudicate your claim based on claims services' regulations, i.e., you are compensated for actual value of an item, not the full replacement. However, the Government will attempt to recover the full replacement from the carrier, and if successful, will award additional compensation to you.
6. If the carrier pays you full replacement cost for a damaged item, the carrier has the right to recover that item from you as salvage. The carrier may also be entitled to recover an item as salvage when the government pays you for a lost or damaged item. Please do not dispose of that item until instructed by the carrier or the government. Contact the carrier for a firm date for pick up.
7. Failure to file a claim with the carrier within the first nine (9) months, does not prevent you from filing a claim with the Government. However, you would not be entitled to full replacement protection. **YOU HAVE TWO YEARS FROM THE DATE OF DELIVERY TO FILE A CLAIM WITH THE GOVERNMENT.**
8. If you have private insurance, you must file with the insurance company within the time required by the insurance company before a claim can be adjudicated by a military claims office.

(Service member)

DATE:_____

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Attachment 5

SALVAGE PROCEDURES

1. In domestic household goods shipments released at a value of \$1.25 per pound, or higher, the carrier is entitled to all items for which the carrier has paid, or agrees to pay, a claim for the total replacement value of the item, or which are offered as salvage by the military.
2. In instances where the carrier chooses to exercise salvage rights, the carrier will take possession of salvage items, at the service member's residence, or other location acceptable to the service member and carrier. If the carrier does not advise the service member of the salvage provisions in writing at the time of delivery, then the carrier waives its salvage rights if the service member disposes of the item prematurely. The carrier shall give the service member notice of its intent to exercise salvage rights within 10 months of delivery or at the time the claim is settled with the carrier, whichever is earlier. The carrier will have 30 days from the date it gives the service member notice of its intent to exercise salvage rights to take possession of the salvage items. The 30 days pick up period can be extended by an agreement between the carrier, the service member, and claims office. Refusal by the service member to cooperate with the carrier in its exercise of salvage rights should be referred to the claims office for prompt resolution. Acceptance of an item by a carrier when offered as salvage does not establish value of the item nor liability for the item's damage.
3. Notwithstanding the provisions of paragraph "1" above, it is agreed that the carrier will not exercise its salvage rights:
 - a. When the replacement value of all salvageable items in a shipment totals less than \$100.00, or a single item of less than \$50.00. If a shipment has more than one salvageable item, one of which has a value of \$50.00 or more, yet the total of all salvageable items is \$100.00 or less, the carrier may exercise salvage rights.
 - b. When the item involved is hazardous or dangerous to the health and safety of the service member's family (e.g., broken mirrors, spoiled food stuffs, broken glass, moldy mattresses) the service member may dispose of the item. However, antiques, figurines, and crystal with a single item value of \$50.00 or more will be retained for exercise of salvage rights by the carrier.
4. In the event a carrier is unable to exercise salvage rights due to the disposal of an item(s) by the service member, the carrier's liability shall be reduced based upon the following method of determining the salvage value of the item(s):
 - a. For an individual item which has a replacement value of less than \$50.00, the carrier will receive no credit for salvage.
 - b. For any claim containing a salvageable item of \$50.00 or more or multiple salvageable items which have a combined total of \$100.00 or more, the item's (items') salvage value credited to the carrier will be 25 percent of the item's (items') replacement value as calculated by the military claims office in its demand against the carrier, or by the carrier in its settlement offer.

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ATTACHMENT 6

RATES OF DEPRECIATION

1. 1. Demands by the Government against the carrier on claims not filed with the carrier or military within nine (9) months of delivery will be subject to the depreciation guide contained in paragraph G-2 and Table G-2 of Appendix G of Department of Army Pamphlet 27-162, Claims, dated 15 December 1989, which is incorporated herein by reference with the following modifications.
- 1.2. In paragraph G-2, exclude the sentence "Dollar amounts computed under this guideline cannot exceed the 'limitation of carrier liability' as published in applicable rate tariffs (60 cents per lb. per article for domestic or 30 cents per lb. per article for international shipments, unless a higher released value is declared)."
- 1.3. In Table G-2, in column titled "Notes," replace all references to the tariff with "The carrier's liability for high value items, such as, but not limited to, currency, coins, jewelry, silverware and service sets, crystal figurines, furs, rare collectible items, objects of art, computer software programs, manuscripts and other rare documents, shall be limited to \$250 per pound per article unless such items are disclosed in writing on a high value inventory to the carrier by the service member. For purposes of this paragraph all items shall be deemed to weigh at least one pound. A high value item shall mean an item whose value exceeds \$250 per pound based on the item's actual weight."
- 1.4. Add the following entry to Table G-2:

	Depreciation <u>1st Year %</u>	Depreciation Subsequent <u>Years %</u>	Maximum <u>Depreciation %</u>	<u>Flat Rate %</u>
Compact Discs	---	---	---	10%

